BENGALURU SOLID WASTE MANAGEMENT LIMITED

REQUEST FOR PROPOSALS (RFP)
FOR
APPOINTMENT OF AGENCY
FOR
REPAIR & COMMISSIONING OF THE EXISTING 16MM & 35 MM ELECTRO- MECHANICAL EQUIPMENTS OF PREPRATORY SECTION AT SUBBARAYANAPALYA WET WASTE PROCESSING PLANT

Office of the Deputy General Manager-2
Bengaluru Solid Waste Management Limited (BSWML)
1st floor, BBMP Building, Thimmaiah Road,
Vasanth Nagar, Bengaluru -560 052

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No.DGM-2/BSWML/Tend/01/2025-26 Date: 05-04-2025

INVITATION FOR SHORT TERM TENDER (IFT)
(Only through GOK KPP Portal Only)

1. The waste processing plant at Subbarayanapalya established by BBMP is required to repair by replacing some of the spare parts in preparatory section replace the burnt parts of 16 mm & 35 mm to process wet waste in turn to generate compost as per SOP.
2. In view of this, tenders are invited on behalf of Managing Director, BSWML for the following two works.
3. The Tender documents can be downloaded from the Karnataka Public Procurement Portal Website (https://kppp.karnataka.gov.in) on payment of prescribed fee noted against each item of work (non-refundable) in the form of e-Payment through Karnataka Public Procurement Portal. The Bidder shall submit the bid through Karnataka Public Procurement Portal.

Sl. No	Name of the Work	Estimated amount excluding GST Rs.in lakhs	EMD (in Rupees)	Stipulated Period of Service Contract
1	**REPAIR & COMMISSIONING OF THE EXISTING 16MM & 35 MM ELECTRO-MECHANICAL EQUIPMENTS OF PREPARATORY SECTION AT SUBBARAYANAPALYA WET WASTE PROCESSING PLANT**	184.26	The total EMD is 1.5% of the estimated cost. Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance Rs.1,76,400/- by Bank Guarantee/FDR issued by Nationalized/ Scheduled Bank *"The Bank Details Beneficiary: Bangalore Solid*	3 Months

			Waste Management Limited *Bank: Canara Bank* *Account No.: 8401132000077* *Bank branch: BBMP, Sampangiramanagara. Bangalore.* *IFSC Code: CNRB0008401* *MICR Code: 560015100* *GST No: 29AAJCB8656MIZT"*	

CALENDER OF EVENTS:

1. Date of Pre bid meeting: 15-04-2025 at 15:00 hours in office of the Chief Engineer & Chief General Manager (Tech), BSWML, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru – 560052.
2. Last date of submission of Bids in KPP Portal: 23-04-2025 before 16:00 hours.
3. The Technical Bid opening date in KPP Portal: 24-04-2025 at 16:30 hours.

NOTE:

1. The bidder shall quote rates excluding GST in KPP Portal.
2. Consortium up to three agencies is permissible. The validity of tender is 180 days from the date of opening of tender.
3. Aspiring Bidders/Contractors who have not registered in Karnataka Public Procurement Portal should the website (https://kppp.karnataka.gov.in)register before participating through the website (https://kppp.karnataka.gov.in)
4. The Bidder shall be required to meet eligibility criteria as per the tender conditions vide Bid Document.
5. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
6. All the required information required for Bids must be filled and submit online.

7. For details, registration and e-payment visit GOK Karnataka Public Procurement Portal website https://kppp.karnataka.gov.in or contact Karnataka Public Procurement Portal Helpdesk.

Sd/-
Deputy General Manager-2
BSWML, Bengaluru.

Copy Submitted to the:

1. Hon'ble Chairman, BSWML & ACS, UDD for kind information.
2. Hon'ble Managing Director, BSWML/Chief Commissioner, BBMP for kind information.
3. Chief Executive Officer, BSWML for kind information.
4. Chief Operational Officer, BSWML, for kind information.
5. Chief Engineer & Chief General Manager (Tech), BSWML, for kind information.
6. Chief Financial officer, BSWML for kind information.
7. Company Secretary, BSWML for kind necessary action.
8. Office Copy.

Deputy General Manager-2
BSWML, Bengaluru.

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

1.1 The BSWML invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 ***"Bidder"*** means any individual entity/partners of the Company/ Director/ Partner of the Private Limited/LLP/members of the Consortium

2.2 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

2.3 **Tenders from Joint ventures of maximum Three members are acceptable.**

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each the bidder either on single entity or through JV partner should have in the last five years i.e. 2019-2020, 2020-2021, 2021-2022, 2022-2023 & 2023-2024.

Sl No	Eligibility Criteria	**Relevant documents to be uploaded**
A	Achieved in at least two financial years a minimum financial turnover of Rs. 368.52 lakhs The financial turnover may be considered as either any one or	Certificate from statutory auditors / CA clearly specifying the

	combined turnover of the Partners of the parent company/ Director/ Partner of the Private Limited/LLP/members of the Consortium.	average annual turnover for the specified years. Copy of the audited balance sheet statements
B	The similar work: The bidder either as an individual entity/partners of the Company/ Director/ Partner of the Private Limited/LLP/members of the Consortium either on their own or through JV/Consortium either singly or jointly combined should have satisfactorily completed (at least 80% of the contract value as single work or two works of 50% of the estimated value of each or three works of each amounting to 40% of the estimated value put to tender. This criterion can be achieved by Combined criteria of JV/ Consortium or by associating the Technology provider/ OEM and in case of the technology provider/ OEM Must meet following criteria. Work means supply of trommels and chain conveyors only. -This criterion can be achieved by Combined criteria of JV/ Consortium. -Work means supply & repair of trommels and chain conveyors	For each eligible assignment, 1) Bidder(s) should furnish copy of work order/ Purchase Order/ LOI / LOA and Work completion certificate / Successful commissioning certificate issued by the competent authority either not below the rank of an Executive Engineer/ Deputy General Manager. 2)The technology provider /OEM must submit the proof of execution of their technology with following documents: a) The technology provider / OEM shall fill all referenced projects information as required to meet the eligibility and the bidder shall submit a Memorandum of Understanding between the technology provider/OEM. The Format of MOU is placed below. b) Technology

		provider/OEM satisfactorily completed at least 30% of the contract value as single work or two works of 20% of the estimated value of each or three works of each amounting to 10% of the estimated value put to tender. c) The Bidder in case of associating with technology provider / OEM then the bidder needs to submit the agreement / LOA / Work done issued by the main agencies of the technology provider / OEM and may submit along with the bid submitted documents. d) Technology provider/ OEM partner must meet at least 10% of the estimated value as the average annual turnover during any one year during last 3 years. (The bidder needs to submit the audited balance sheets, P/L statements of their Technology provider/ OEM)
C	Liquid assets and /or availability of credit facilities of no less 30% of the estimated value. (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc. -To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the	Credit lines / Letter of credit Certificate issued by any nationalized /scheduled bank shall be furnished. (As per format given).

	aggregate of the qualifying criteria by Combined criteria of JV/Consortium.	

Note: Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in above table

3.3 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)
where

A = Maximum value of works executed in any one year during the last five years taking into account the completed as well as works in progress.
N = Number of years prescribed for completion of the works for which tenders are invited.
B = Value, at 2024 price level, of existing commitments and on-going works to be completed during the next 3 months.

1.1 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

1.1.1 made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
1.1.2 record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
1.1.3 participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

2. One Tender per Tenderer:

2.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

3. Cost of Tendering:

3.1 The tenderer shall bear all costs associated with the preparation

and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

4. Site visit:

4.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

5. Content of Tender documents

5.1 The set of tender documents shall have all the Sections given in Page 2:

5.2 Both the sets should be completed and returned with the tender.

6. Clarification of Tender Documents

6.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

6.2 **Pre-tender meeting:**

6.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at office of CE & CGM(Tech), BSWML @3.00 PM on 15.04.2025.

6.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

6.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.

6.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

6.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

7. Amendment of Tender documents

7.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

7.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

7.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

8. Documents comprising the Tender

8.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows::

8.1.1 First Cover :

(a) Earnest Money Deposit;

(b) Qualification Information as per formats given in Section 3;

8.1.2 Second Cover:

(a) The Tender (in the format indicated in Section 4)

(b) Priced Bill of Quantities (Section 9);

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

8.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

9. Tender prices

9.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

9.2 The Tenderer shall fill in rates and prices and line-item total (both in figures and words) for all items of the Works described in the

Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities**. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

9.3 All duties, taxes excluding GST, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

9.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

10. Tender validity

10.1 Tenders shall remain valid for a period not less than 180 days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

10.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

11. Earnest money deposit

11.1 The Tenderer shall furnish, the earnest money Deposit as specified in the NIT

11.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

11.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

11.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

11.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

11.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening

during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
   (i) sign the Agreement; or
   (ii) furnish the required Security deposit

12. Format and signing of Tender

14.1 Bidder are requested to submit a Bid (para 1.2) ***written in the language specified in the Bid.***

15.0 Technical Proposal

15.1 In preparing the Technical Proposal, Bidder are expected to examine the documents comprising this bid document in detail. Material deficiencies in providing the information requested may result in rejection of a Bid.

15.2 While preparing the Technical Proposal, Bidder must give particular attention to the following:

i) If a bidder considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual bidder(s) and/or other bidder or entities in a joint venture/ Consortium, as appropriate. Bidder may enter into a Joint Venture/Consortium with Bidder not participating for this assignment.

D. Submission of Tenders

16.0

Submission, Receipt, and Opening of Bids

16.1 The Technical Bid and Financial Bid; see para 1.2 ***shall be uploaded in the KPP portal.*** The ***documents and details mentioned in clause 3*** above shall be ***submitted online*** on website https://kppp.karnataka.gov.in Details and process of online submission of the tender and relevant documents are given in the website mentioned above as per the KTPP act.

16.2 The bidding under this contract ***is electronic bid submission through website*** https://kppp.karnataka.gov.in. Detailed guidelines for viewing bids and submission of online bids are given on the website. The ***Invitation for Bids is published on this website***. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of works for which

bids are invited. The prospective bidder can submit bids online; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC). The DSC can be obtained from any authorized certifying agencies. The bidder should register in the web site https://kppp.karnataka.gov.in . After this, the bidder can login the site through the secured login.

16.3 Bidders are requested to go through the bid documents carefully and ***submit the required information without exception otherwise bids will be rejected***.

16.4 The completed bid comprising documents ***indicated in clause 3, should be uploaded on the website g***iven above through e-tendering ***along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document***

16.5 ***Bids must be received*** by the Client on line ***not later than time specified in the bid.*** The electronic bidding system would not allow any late submission of bids after due date and time as per server time.

16.6 ***After the deadline for submission*** of Bids the ***Technical Bid will be opened after 2 working days from the date & time of submission of bids***. The ***Financial Bid of the successful bidders only*** will be opened after completion of technical bid evaluation.

17.0 Bid Evaluation

General

17.1 From the time the Bids are opened to the time the contract is awarded, ***if any bidder wishes to contact the Client on any matter related to its Bid, it should do so in writing at the address indicated in the Bid.*** Any effort by the firm to influence the Client in the Client's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the bidder's Bid.

17.2 Evaluators of Technical Bids shall have no access to the Financial Bids until the technical evaluation, including its approval by competent authority is obtained.

18.Evaluation of Technical Bids

The evaluation committee appointed by the will evaluate the Bids on the basis of their responsiveness.

19.0 Public Opening and Evaluation of Financial Bids; Ranking

19.1 ***After the evaluation*** of technical Bid is completed, ***the Client shall notify those Bidder whose Bids did not meet the minimum qualifying mark*** or were considered nonresponsive to the bid document indicating that their Financial Bids will not be opened after completing the selection process. The ***Client shall simultaneously notify the Bidders those who have qualified indicating the date and time set for opening the Financial Bids***. The opening date shall not be sooner than one week after the notification date. The notification may be intimated through the e-procurement portal.

19.2 The Financial Bids shall be opened publicly in the presence of the Bidder's representatives who choose to attend. The name of the bidder and the proposed prices shall be read aloud and recorded when the Financial Bids are opened. The Client shall prepare minutes of the public opening.

19.3 The evaluation committee will determine whether the Financial Bids are complete, (i.e., whether they have costed all items of the corresponding Technical Bids, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

19.4 The Client will select the lowest proposal ('evaluated' price). The selected Consultant will be invited for negotiations.

20.0 Negotiations

20.1 Negotiations ***will be held at the address indicated in the Bid and through the KPP portal.*** The aim is to reach agreement on all points and sign a contract.

20.2 Negotiations will include a discussion of the Technical Bid, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Bidder will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Bidder can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

20.3 ***Unless there are exceptional reasons, the financial negotiations will involve neither the operational costs of the plant (no breakdown of fees) nor other proposed unit rates.***

20.4 Having selected the Bidder on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Bid. Before contract negotiations, the Client will require assurances that the experts and the tools and equipment's will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the Bid without confirming their availability, the Bidder may be disqualified.

20.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Bidder will initial the agreed contract. If negotiations fail, the Client will invite the firm whose Bid received the second lowest price to negotiate a contract.

21.0 Award of Contract

21.1 The contract will be awarded to the successful Bidder.

21.2 The Bidder is ***expected to commence the Assignment*** on the ***date and at the location specified in the Bid.***

22.0 Confidentiality

22.1 Information relating to evaluation of Bids and recommendations concerning awards shall not be disclosed to the Bidder who submitted the Bids or to other persons not officially concerned with the process, until the winning Bidder has been notified that it has been awarded the contract.

23. Security deposit

23.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause of ITT and Conditions of Contract.:

- Cash or
- Banker's cheque/Demand draft, /Pay Order/ bank guarantee in favour of.....payable at.....

23.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

23.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

23.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

24 Advance Payment and Security:

24.1 The Employer will provide an advance payment on the contract price as stipulated in the Conditions of Contract, subject to the maximum amount as stated in the Contract Data.

25 Corrupt or Fraudulent practices

25.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :

25.1.1 will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

25.1.2 will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

25.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for

1.1 Total value of works executed, and payments received in the last five years.
2019-20-1
2020-21-2
2021-22-3
2022-23-4
2023-24-5

1.2 Work performed as Combined Criteria of JV/Consortium on works of similar nature over during the five years specified in 1.2 above. The same information required to be furnished by the Technology provider/ OEM

Proje	Name of	Description of	Contract	Value	Date	Specifie	Actual	Remark

ct Name	Employer	Work	Number	of Contract Rs. Lakhs	of issue of work order	d period of completion	date of completion	s explaining reasons for delay in completion of works
1	2	3	4	5	6	7	8	9

1.3 Quantities of work executed as Combined Criteria of JV/Consortium during the last five years specified in 1.2 above.

Year	Name of Work	Name of Employer	Quantity of work performed	Remarks (Indicate contract reference)
			Preparatory Section work	
2019-20				
2020-21				
2021 -22				
2022-23				
2023-24				

1.4 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of the work	Place and state	Contract No and Date	Name and address of employer	Value of Contract (Rs. Lakhs)	Stipulated period of completion	Value of works remaining to be completed	Anticipated date of Completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of	Estimated value of works	Stipulated period of	Date when decision	Remarks if any

		Employer	(Rs. lakhs)	completion	is expected	
(1)	(2)	(3)	(4)	(5)	(6)	(7)

ON BANKS LETTER HEAD

……

FORMAT OF BANKER'S CERTIFICATE/ LINE OF CREDIT LETTER
(TO BE ISSUED IN THE LETTER HEAD OF THE BANK BRANCH)

Reference Number (Sl. No.) Place:
Date :

To:
(Name of Address of the Beneficiary)

This is to certified that, Mr./ Mrs. …… (Name of the Customer) having his/ their registered/ Administrative office at …… Is a customer of our bank and is/ are engaged in …… (Name of activity). If the said customer is allotted/ awarded with …… (Brief details of works), we may extend the credit facilities up to Rs. …… Lakhs to meet his/ their working capital requirement towards the execution of the said work order as per the loan policy of the Bank.

This certificate is valid up to 03 months from the date of issue, i.e. up to dd/mm/yyyy.

Yours faithfully,

Branch Manager.

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works: _____

_____

_____

24 _____

Tender

To : _____

Address : _____

25 _____

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ [in figures]
(_____) [in letters].[26]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

The advance payment required is Rs.....

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer _____ Address:

Letter of Acceptance
(letterhead paper of the Employer)

_____[date]

To: _____[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated __ for execution of the _____

[name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees ——____ (___) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs.——————— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period
i.e. up toand sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of

Signatory Name of Agency

(date)

Issue of Notice To Proceed with the work

(letterhead of the Employer)

To

——————————————— (name and address of the Contractor)

———————————————

———————————————

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ——————— [27]a Tender Price of Rs.———————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the _____day of _____20___,
between
___[name and address of Employer]
(hereinafter called "the Employer") of the one part and

___[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____

___[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data;
   - v) Conditions of contract (including Special Conditions of Contract);
   - vi) Bill of Quantities; and
   - vii) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be

executed the day and year first before written.

The Common Seal of _____ was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said __

_____

in the presence of:
Binding Signature of Employer _____ Binding Signature of Contractor

APPLICATION FORM (1A)

Structure and Organization

1. The applicants _____
   (a) an individual
   (b) a proprietary firm
   (c) a firm in partnership
   (d) a Limited Company or Corporation
   (e) a group of firms/joint venture
   (If yes, give completion information in respect of each partner)

2. Attach the organization Chart showing the structure of the organization, including the names of the directors and position of officers. _____

3. Number of years of experience:
   (a) as a Prime Contractor (contractor shouldering major responsibility) ----------
   (b) as a Management Contractor _____
   (c) in a Joint Venture _____

4. For how many years has your organization been in business of similar work under its present name? _____
   What were your fields when your organization was Established? Whether any new fields were added in Your organization? And if so, when? _ _____
   _____

5. Were you ever required to suspend work for a period of more than six months continuously after you started? If so, give the name of project and give reasons there for. .....

6. Have you ever left the work awarded to you incomplete? (If so, give name of project and reasons for not completing work.) .....

7. In which fields of Solid Waste Management do you claim specialization and interest? .....

General Work Experience Record

(Ref. GITA Sub-Clause 4.7)

Name of Applicant or partner of a joint venture

All individual firms and all partners of a joint venture are requested to complete the information in this form with regard to the management of Works contracts generally. The information supplied should be the annual turnover of the Applicant (or each member of a joint venture), in terms of the amounts billed to clients (in Rs. Lakhs) for each year for work in progress or completed. The annual periods should be the completed financial years.

A brief note on each contract should be appended, describing the nature of the work, duration and amount of contract, managerial arrangements, Employer, and other relevant details.

Use a separate sheet for each partner of a joint venture.

Applicants should not enclose testimonials, certificates, and publicity material with their applications; they will not be taken into account in the evaluation of qualifications.

Year*	Turnover (Rs. Lakhs)
1. 2019-20	
2. 2020-21	
3. 2021- 22	
4. 2022-23	
5. 2023-24	

INFORMATION FORM

Joint Venture Summary

Names of all partners of a joint venture
1. Partner in charge
2. Partner
3. Partner
6. etc.

Total value of annual work turnover, in terms of work billed to clients, in Rs. Lakhs

Annual turnover data (work only in Rs. Lakhs)						
Partner	Form 2 page no.	Year 1	Year 2	Year 3	Year 4	Year 5
1. Partner in charge						
2. Partner						
3. Partner						
Totals						

Name and address of Bankers to the Joint Venture:

Details regarding financial responsibility and participation (percentage share in the total) of each firm in the Joint Venture. Attach a Memorandum of Understanding for the Proposed Agreement of Joint Venture which should lay down responsibility regarding work and financial arrangements in respect of each of the firms in the Joint Venture (Refer Clause 5.00).

DETAILS OF PARTICIPATION IN THE JOINT VENTURE

(Indicate responsibility and extent of participation in respect of finance planning, work equipment, key personnel and execution of the work of the partner in charge of the joint venture and of each of the joint venture partners)

PARTICIPATION DETAILS	***FIRM A [Partner-in-Charge]***	***FIRM B***	***FIRM C***
Financial			
Planning			
Work Equipment			
Key Personnel			
Execution of Work (Give details on contribution of each)			

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation events are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Bill of quantities and
(7) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor .

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor’s staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer’s and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer’s risks, and the Contractor carries the risks which this Contract states are Contractor’s risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor’s design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. Contractor’s risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :

(a) for loss of or damage to the Works, Plants and Materials and the Contractor’s equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor’s performance of the Contract including the Contractor’s liability for damage to the Employer’s property other than the Works and

(c) for liability of both Parties and of any Employer’s representative for death and injury to the Contractor’s personnel except to the extent that liability arises from the negligence of the Employer, any Employer’s representative

or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub- clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. The Works to be completed by the Intended Completion Date

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

17. Safety

17.1 The Contractor shall be responsible for the safety of all activities on the Site.

18. Discoveries

20. .1Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the

Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer’s decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer’s decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the

activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Document to check whether any work has a Defect and the test shows that it does, the Contractor shall pay

for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

33. Bill of Quantities (BOQ)

The BOQ shall contain items for the REPAIR & COMMISSIONING OF THE EXISTING 16MM & 35 MM ELECTRO- MECHANICAL EQUIPMENTS OF PREPRATORY SECTION AT SUBBARAYANAPALYA WET PROCESSING PLANT work to be done by the Contractor.

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing

shall be required for increase or decrease in the quantity of an item appearing in the BOQ.

34.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the Employer.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer on completion of the tasks mentioned in the payment schedule of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine

the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 The Employer shall pay the Contractor the bill amount within 60 days of submission of bill.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(e) The effect on the Contractor of any of the Employer’s Risks.

(f) The Employer unreasonably delays issuing a Certificate of Completion.

(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer’s own forecast. The Employer will assume that the Contractor will

react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes excluding GST that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

39.2 **Price Adjustment: NA**

39.3 **Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.**

(a) The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;
(b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended)
(c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.
(d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It will **exclude** value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

39.4 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

40. Liquidated damages

40.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that

the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

40.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

41. Advance Payments:

41.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

41.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

41.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

42. Securities:

42.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

43. Cost of Repairs:

43.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

44. Completion

44.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

45. Taking over

45.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

46. Final account

46.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor’s revised account.

47. Termination

47.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

47.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) the Employer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 60 days;

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of

the Bill by Contractor;

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non- competitive levels and to deprive the Borrower of the benefits of free and open competition.”

47.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

47.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

47.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

48. Payment upon Termination

48.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

48.2 If the Contract is terminated at the Employer's convenience or

because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

49. Property

49.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

50. Release from performance

50.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

F. Special Conditions of Contract

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations :

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration (Clause 24) Deleted

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract: **Clause Reference**

- The Schedule of repair & commissioning Manuals [48]
- The Methodology [25]
- Site Investigation Reports [14]
- The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of

construction. [25]

The Employer is:

Name: _____ [1.1]

Address:

Name of authorized Representative: _____

The name and identification number of the Contract is

_____

[insert name and number as indicated in the Invitation for Tenders]. [1.1]

The Works consist of ----------.
[brief summary, including relationship to other contracts under the Project].

The start date shall be the date of issue of notice to proceed with the work. [1.1]

The Intended Completion Date for the whole
of the Works is reckoned from the date of handing over of the with the following milestones [17, 26]

Milestone dates:
Physical works to be completed
Period from the date of issue of Notice to proceed with the work

Milestone 1: Submission of equipment list and work plan form approvals: 0.5 months from the date of issuance of proceed with the work

Milestone 2: Procurement of the equipment: 1.5 months from the date of issuance of approvals for the procurement list

Milestone 3 erection and commissioning: 1.5 months from the date of receipt of the material at site

The Site Possession Date is: [21]

The Site is located at Subbarayanapalya BBMP Compost plant [1.1]

Insurance requirements are as under: [13]

	Type of Cover	Minimum cover for Insurance
(i)	Works and of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property Third Party	Full replacement cost
(iv)	Personal injury or death insurance	
	(a) for Third Party[37]	
	(b) for Contractor's employees or labour	accordance with the statutory requirements applicable to Karnataka

Price Adjustment Formula: NA [40]

The liquidated damages for the whole of the works are (amount) per day and that for the milestones are as under: [41]

For Milestone 1:	Rs. 500/- er day	
For Milestone 2:	Rs 1000/- per day	
For Milestone 3:	Rs. 2000/- per day	

The maximum amount of liquidated damages for the whole of the works
[41] is ten percent of final contract price.

The amounts of the advance payment are: [42]

Nature of Advance	Amount (Rs.)	Conditions to be fulfilled
Mobilization	5% of the Contract price	On submission of un-conditional Bank Guarantee. (to be drawn before end of 20% of Contract period)

(The advance payment will be paid to the Contractor no later than 30 days after fulfillment of the above conditions).

Repayment of advance payment for mobilization : [42]

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract Price or 1.0 month from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 10% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.

The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

PAYMENT SCHEDULE OF CONTRACT PRICE

The total accepted amount shall be released on monthly payment with following schedules:

A.	***During contract period***	
Schedule No.	***Target***	***Payment Schedule***
Mile stone 1-1 month	Receipt of the 16 mm & 35 mm of preparatory section item at site and after certifying the engineer in- charge	30% of the total accepted contract amount
Mile stone 2 2-month	After erection of the 16 mm & 35 mm of preparatory section item	30% of the total amount
Mile stone 3	After commissioning of the plant by completion of the required electrical	30% of the total amount

3 Month	items corresponding to scheduled items at 4&5	
Mile stone 4	After final certification of the installation of the machinery and after obtaining the COD	Balance 10% of the total accepted contract amount

Note:

1. The payment shall be released against the invoice for each stage payment as per the above payment schedule.
2. The contract price is fixed during the contract period and No escalation shall be paid
3. Any Invoice raised by the bidder for Payments shall be accompanied with a copy of the: (A) milestones adherence report for [the payment schedule] (B) copy of the bill(s)
4. If the Invoice is not accompanied with the supporting documents specified at (A), (B), the Client shall not be required to process such Invoice.
5. Within 10 (ten) days of receipt of an Invoice from the bidder, the Client shall verify and certify the amounts due and payable to the bidder,
6. The GST is excluding the payment & the same shall be released after proof of payment to GST department is submitted to the Client (if applicable)
7. If some of the machinery works is completed (in Preparatory section and refinement Section by BSWML) before award of this tender, the works amount to be deducted from this contract value of the final bidder.

SECTION 7: **BILL OF QUANTITIES**

Lump sum rate to be quoted for the work of Repair & commissioning of the existing 16mm & 35 mm electro- mechanical equipments of prepratory section at subbarayanapalya wet waste processing plant

No.	Description	Quantity	Unit	Rate (Rs) figures	Rate (Rs) In words	Amount (Rs)
	Repair & commissioning of the existing 16mm & 35 mm electro-mechanical equipments of prepratory section at subbarayanapalya wet waste processing plant		S			
	Total Tender Price (in figures)					
	(in words)					

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Clause 24.1(a)]

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

SECTION 10: FORMAT OF BANK GUARANTEE FOR BANK GUARANTEE

To: [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee]
Rupees_____[in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee][64] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the

Defects Liability Period.

Signature and seal of the guarantor:
Name of Bank:
Address:

Date

2 - Joint Venture Format

(* To be executed on appropriate non judicial stamp paper)

Memorandum of Understanding (*)

between

_____

And

_____

Whereas the Managing Director, BSWML Karnataka State the ' **Employer**' has invited proposal for appointment of agency for the work "**REPAIR & COMMISSIONING OF THE EXISTING 16MM & 35 MM ELECTRO-MECHANICAL EQUIPMENTS OF PREPRATORY SECTION AT SUBBARAYANAPALYA WET WASTE PROCESSING PLANT".–** hereinafter called the Project.

And Whereas _____ (Lead bidder) _____ JV partner have agreed to form a Joint Venture to provide the said services to the Employer as contractor; and

Now, therefore, it is hereby agreed by and on behalf of the JV partner as follows:
(i) _____ will be the Lead bidder and _____ will be the JV partner

(ii) _____ (Lead bidder) shall be the in charge of overall administration of contract and shall be authorised representative of all JV partner for conducting all business for and on behalf of the JV during the bidding process and subsequently, represent the joint venture for and on behalf of the JV for all contractual matters for dealing with the Employer and the work Contractor if Agency work is awarded to JV.

(iii) All JV partners do hereby undertake to be jointly and severely responsible for all the obligation and liabilities relating to the Repair works and in accordance with the Terms of Reference of the Request for Proposal for the

Repair works.

(iv) Subsequently, if the JV is selected to provide the desired Repair works, a detailed MOU indicating the specific project inputs and role of each bidder along with percentage sharing of cost of services shall be submitted to the Employer (Consultant may submit the detailed MOU along with percentage sharing of cost at the time of bidding also).

For_____ (Name of Lead bidder)
_____

Managing Director/Head of the Firm
Address
For_____ (Name of JV partner)
_____

Managing Director/Head of the Firm
Address

3I (A) Power of Attorney of Authorised Signatory (*)
(* To be executed on appropriate non judicial stamp paper)

Know all men by these presents, we…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ……. son/daughter/wife of ……. and presently residing at ……., who is presently employed with **us** and holding the position of ……. , as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for '**REPAIR & COMMISSIONING OF THE EXISTING 16MM & 35 MM ELECTRO- MECHANICAL EQUIPMENTS OF PREPRATORY SECTION AT SUBBARAYANAPALYA WET WASTE PROCESSING PLANT"** Project proposed or being developed by the BSWML, Bangalore (the "Employer") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED IN PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 20…… in line with the following points

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For

…….

(Signature, name, designation and address)

Witnesses:

1.

2. (Notarised)

Accepted
.....
(Signature)

(Name, Title and Address of the Authorized Signatory)

(* To be executed on appropriate non judicial stamp paper)